

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
3M INNOVATIVE PROPERTIES COMPANY	11/08/2018
RECEIVING PARTY DATA	
Name:	COLUMBUS INDUSTRIES, INC.
Street Address:	2938 STATE ROUTE 752
City:	ASHVILLE
State/Country:	OHIO
Postal Code:	43103-0257
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7261757
Patent Number:	8491689
CORRESPONDENCE DATA	
Fax Number:	(614)575-2149
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(614) 575-2100
Email:	karla@ohiopatent.com
Correspondent Name:	JASON H. FOSTER
Address Line 1:	KREMBLAS & FOSTER
Address Line 2:	7632 SLATE RIDGE BLVD.
Address Line 4:	REYNOLDSBURG, OHIO 43068
ATTORNEY DOCKET NUMBER:	COLIK 947 US 1; 947 US 2
NAME OF SUBMITTER:	JASON H. FOSTER
SIGNATURE:	/Jason H. Foster/
DATE SIGNED:	11/15/2018
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of November 8, 2018, is entered into by and between 3M Innovative Properties Company, a Delaware corporation ("Seller"), and Columbus Industries, Inc. an Ohio corporation ("Buyer" and, together with Seller, the "Parties").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Supply and Purchase Agreement, dated as of May 23, 2018, pursuant to which Seller has agreed to sell and transfer to Buyer, and Buyer has agreed to purchase and assume from Seller and the Selling Subsidiaries, the Transferred Assets;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the Supply and Purchase Agreement; and

WHEREAS, Buyer desires to acquire, and Seller desires to sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in, to and under the patents identified in Appendix A hereto and the inventions protected thereby throughout the world (the "Patents").

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Supply and Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Seller does hereby sell, assign and transfer unto Buyer all of Seller's right, title and interest in, to and under the Patents, including, without limiting the generality of the foregoing, (i) any and all patents and patent applications that claim priority to any of the Patents; and (ii) the right to sue and collect and retain damages and costs and attorneys' fees for past, present and future infringement of the Patents throughout the world, and to fully and entirely stand in the place of the Seller in all matters related to the Patents.

2. Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE SUPPLY AND PURCHASE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY.

3. General Provisions. This Agreement, Appendix A hereto, the Bill of Sale, and the Supply and Purchase Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Bill of Sale and the Supply and Purchase Agreement, the provisions of the Bill

of Sale and the Supply and Purchase Agreement shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

4. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than those of the State of Delaware; provided, however, that any and all issues concerning any Patent including validity, infringement, enforceability, ownership, inventorship, and any other controversy concerning any Patent shall be resolved in accordance with the laws of the jurisdiction which granted such Patent(s). Each of the Parties consents to submit itself to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America in any Legal Proceeding arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

Executed this 8 day of Nov 2018

3M INNOVATIVE PROPERTIES COMPANY

By: Ted Ringsred
Name: Ted Ringsred
Title: Secretary

Appendix A

1. Patents

- a. US Patent Number 7,261,757
- b. US Patent Number 8,491,689
- c. EP Patent Number 2 240 255
- d. German Patent Number 602008029320.3
- e. China Patent Number 200880126257.4
- f. Korea Patent Number 10-1513761
- g. Japan Patent Number 5551609